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UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

JENS ERIK SORENSEN, as Trustee of SORENSEN RESEARCH AND DEVELOPMENT TRUST, Plaintiff, **v.** MOTOROLA, INC., a Delaware corporation; and DOES 1-100, Defendants	Case No.: 08-cv-0136-BTM-CAB **DEFENDANT MOTOROLA, INC.'S ANSWER AND COUNTERCLAIMS** **DEMAND FOR JURY TRIAL**

DEFENDANT MOTOROLA, INC.'S ANSWER AND COUNTERCLAIMS

Pursuant to Fed. R. Civ. P. 12(a) and 13, Defendant Motorola, Inc. ("Motorola") sets forth the following answer, affirmative defenses and counterclaims to the Complaint for Patent Infringement ("Complaint") filed by Plaintiff Jens Erik Sorensen as Trustee for Sorensen

Research and Development Trust ("Sorensen") dated January 23, 2008.

ANSWER

THE PARTIES

1. Admitted that a copy of United States Patent No. 4,935,184 ("'184 Patent") is attached to the Complaint as Exhibit A. Motorola lacks sufficient knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 1 of the Complaint and therefore denies the same.

2. Admitted.

3. Motorola lacks sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint and therefore denies the same.

4. Denied.

JURISDICTION AND VENUE

5. Admitted that this action arises under the patent laws of the United States of America, Title 35, United States Code and that jurisdiction is founded on Title 28, United States Code §§ 1331 and 1338(a). All other allegations in paragraph 5 of the Complaint are denied.

6. Admitted that venue is proper in this Court for the present litigation. All other allegations in paragraph 6 are denied.

7. Admitted that this Court has personal jurisdiction over Motorola for the purpose of this lawsuit. All other allegations in paragraph 7 are denied.

CLAIM FOR RELIEF

8. Motorola repeats its responses to paragraphs 1 through 7 of the Complaint as if fully set forth herein.

9. Admitted that on its face the'184 Patent is entitled "Stabilized Injection Molding When Using a Common Mold Part With Separate Complimentary Mold Parts," and indicates a issuance date of June 19, 1990.

10. Denied.

11. In response to paragraph 11, Motorola denies that any license under the '184

Patent is necessary for any Motorola product imported, sold or offered for sale in the United States and this District.

12. Denied.

13. Admitted that Motorola received from Sorensen a letter dated December 7, 2005, purporting to inform Motorola of the '184 Patent process. All other allegations in paragraph 13 are denied. To the extent that the allegations in paragraph 13 purport to characterize the content of the December 7, 2005 letter, Motorola refers to that letter, which speaks for itself.

14. Denied.

15. Denied.

16. In response to paragraph 16, Motorola denies that any license under the '184 Patent is necessary for any Motorola product imported, sold or offered for sale in the United States and this District.

17. Admitted that the letter referenced in paragraph 17 of the Complaint included a drawing and a claim chart. All other allegations contained in paragraph 17 are denied. To the extent that the allegations in paragraph 17 purport to characterize the content of the December 7, 2005 letter, Motorola refers to that letter, which speaks for itself.

18. Denied. To the extent the allegations in paragraph 18 purport to characterize the content of the December 7, 2005 letter, Motorola refers to that letter, which speaks for itself.

19. Denied. To the extent the allegations in paragraph 19 purport to characterize the contents of the December 7, 2005 letter, Motorola refers to the letter, which speaks for itself.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

GENERAL DENIAL

28. Motorola denies each and every other allegation of Sorensen's Complaint, including Sorensen's Prayer for Relief, that herein has neither been admitted nor controverted.

AFFIMATIVE DEFENSES

29. Motorola asserts the following affirmative defenses and reserves the right to further amend this Answer as additional information becomes available.

FIRST AFFIRMATIVE DEFENSE

30. Motorola does not and has not directly infringed, contributed to the infringement of, and/or induced the infringement of any valid claim of the '184 Patent, either literally or under the Doctrine of Equivalents.

SECOND AFFIMATIVE DEFENSE

31. The '184 Patent is invalid for failing to meet the requirements of patentability as specified in Title 35 of the United States Code and sections 101, 102, 103, 112 and/or 132 thereof, and the Rules and Regulations of the Patent & Trademark Office relating thereto.

THIRD AFFIRMATIVE DEFENSE

32. The relief sought by Sorensen is barred in whole or in part by the doctrines of waiver, estoppel, laches, and unclean hands.

FOURTH AFFIMATIVE DEFENSE

33. The claims of the '184 Patent are and were limited by amendment, by the prior art and/or by the statements made during its prosecution before the USPTO, such that Sorensen is now estopped and otherwise precluded from maintaining that such claims of the '184 Patent are of sufficient scope to cover the accused products and methods, either literally or under the Doctrine of Equivalents.

FIFTH AFFIRMATIVE DEFENSE

34. The relief sought by Sorensen is limited by 35 U.S.C. § 286.

SIXTH AFFIRMATIVE DEFENSE

35. Were Sorensen to succeed in its infringement claims, the relief to which Sorensen would be entitled would be limited because Sorensen failed to give proper notice as required by 35 U.S.C. § 287(b).

SEVENTH AFFIRMATIVE DEFENSE

36. Motorola adopts and incorporates herein all affirmative defenses available pursuant to Fed. R. Civ. P. 8 (or any applicable statute or regulation), to the extent the facts known at this time would make any of said defenses available or facts developed in the future would make the same available. No affirmative defense is waived, including any defense of unenforceability based upon inequitable conduct before the USPTO in prosecution of the application leading to the '184 patent.

COUNTERCLAIMS

AS AND FOR its counterclaims against Sorensen, Motorola alleges as follows:

PARTIES

37. Counterclaimant Motorola is a Delaware corporation with its head quarters located at 1303 E. Algonquin Road, Schaumburg, Illinois 60196.

38. On information and belief, counterclaim defendant Sorensen is a California resident, and the trustee of a trust organized according to California law.

JURISDICTION AND VENUE

39. Motorola's counterclaims arise under the patent laws of the United States, Title 35, United States Code, and the declaratory judgment provisions of Title 28, United States Code §§ 2201 and 2202. This Court has jurisdiction over the subject matter of these counterclaims pursuant to Title 28, United States Code §§ 1331 and 1338.

40. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c). Personal jurisdiction over Sorensen is proper because, upon information and belief, Sorensen resides within this District and has voluntarily submitted to the jurisdiction of this District by filing the Complaint in this Court for patent infringement.

41. These counterclaims are for declaratory judgment under Title 28, United States Code, §§ 2201 and 2202. An actual and substantial justiciable controversy exists between Motorola and Sorensen as to the validity and enforceability of the ‘184 Patent, and as to whether Motorola has infringed or is infringing the ‘184 Patent, directly or indirectly.

COUNT I

DECLARATORY JUDGMENT OF NON-INFRINGEMENT

42. Motorola repeats the allegations contained in paragraphs 37 through 41 hereof as if fully set forth herein.

43. Motorola has not directly infringed, contributed to the infringement of or actively induced the infringement of any valid claim of the ‘184 Patent.

COUNT II

DECLARATORY JUDGMENT OF INVALIDITY

44. Motorola repeats the allegations contained in paragraphs 37 through 43 hereof as if fully set forth herein.

45. On information and belief, the ‘184 Patent is invalid for failure to comply with the requirements of the United States patent laws, Title 35, United States Code, including sections 101, 102, 103, 112, and/or 132 thereof, and the Rules and Regulations of the Patent & Trademark Office relating thereto.

PRAYER FOR RELIEF

WHEREFORE, Motorola prays for relief as follows:

A. That Sorensen’s Complaint against Motorola be dismissed in its entirety with prejudice;

B. That judgment be entered in favor of Motorola and that Sorensen take nothing;

C. For entry of judgment that the ‘184 Patent is invalid, unenforceable and/or not infringed by Motorola, and that Sorensen is barred from charging infringement or instituting any legal action for infringement of the ‘184 Patent against Motorola or anyone acting in privity with

Motorola, including the divisions, subsidiaries, successors, assigns, agents, suppliers, manufacturers, contractors and customers of Motorola;

D. That Sorensen be ordered to pay Motorola's costs of suit in this action;

E. That this case be declared exceptional and that Sorensen be ordered to pay Motorola's attorneys' fees in this action pursuant to 35 U.S.C. § 285; and

F. That Motorola be awarded such other relief as this court deems just and proper.

JURY DEMAND

G. Motorola demands a trial by jury as to all issues properly so tried.

Dated: April 9, 2008

Respectfully submitted,

HOGAN & HARTSON LLP

By: /S/

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